



COUNTY OF CULPEPER

RFP NO. HR-10-0301

REQUEST FOR PROPOSALS

FOR

INSURANCE CONSULTANT SERVICES

July 27, 2009

101 S. West Street, Suite 300
Culpeper, Virginia 22701

I. INTRODUCTION

A. General Information

The purpose of this Request for Proposal (RFP) is to obtain the services of a qualified Consultant licensed to consult in the Commonwealth of Virginia. The awarded Consultant shall assist in strategically planning, designing, negotiating, and implementing health care plans for Culpeper County Government, Department of Human Services and the Culpeper County School Board. The County has approximately 300 full-time employees; Department of Human Services (D.H.S.) has approximately 100 full-time employees, and the Culpeper County Schools has approximately 1100 full time employees for a total of 1500 full time employees. Our leadership (Board of Supervisors & School Board) is looking to ensure we have financially competitive and affordable benefit programs to offer our employees.

The County of Culpeper is located in the north-central Piedmont region of Virginia, approximately seventy-five (75) miles southwest of Washington, DC, and seventy-five (75) miles northwest of Richmond, Virginia. The County encompasses a land area of approximately 381 square miles. Due to its proximity to Washington, DC, Culpeper County has experienced consistent population growth. The latest population shows a population of 45,000. Despite population growth, the County remains primarily rural in nature.

The County of Culpeper is located in north central Virginia. The County encompasses a land area of 389 square miles that is occupied by approximately 45,000 individuals.

- Present Form of Government - Traditional Board of Supervisors-County Administrator (Seven Board Members by Magisterial District).
- Present Form School Board – Seven Board members by Magisterial District Education (Public).

Culpeper County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization's religious or charitable character.

This procurement is governed by the procedures of the Virginia Public Procurement Act and the procurement procedures of the County of Culpeper. Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the Virginia Public Procurement Act. Specifically, this procurement of professional services will follow the procedures in Sec. 2.2 of the Code of Virginia.

Offerors may submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County will discuss non-binding estimates of cost.

There is no expressed or implied obligation for the County of Culpeper to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

All references to "County," "Schools" "Culpeper County Government", or Culpeper County Schools" means "County of Culpeper, Virginia"

To be considered, one (1) original and five (5) copies (CD copies of the proposal may be submitted) of a proposal must be received by the County of Culpeper, Purchasing Agent, located at 101 S. West Street, Suite 300, Culpeper Virginia 22701 and no later than 2:00 P.M., Wednesday, August 19, 2009. The County of Culpeper reserves the right to reject any or all proposals submitted.

During the evaluation process, the Selection Committee and the County of Culpeper reserves the right, where it may serve the County of Culpeper's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the County of Culpeper or the Selection Committee, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County of Culpeper reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the consultant of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the County of Culpeper and the consultant selected.

It is anticipated the selection of the consultant will be completed in September, 2009. Following the notification of the selected consultant it is expected a contract will be executed between both parties in October, 2009. The contract shall be effective starting November 1, 1009 for the benefits plan year beginning October 2010 with the option of the County to continue services under the same terms and condition set forth in subsequent years.

II. PROPOSAL REQUIREMENTS

- A. The Proposal shall provide all information necessary for the County of Culpeper to evaluate the suitability of the proposing firm to provide the insurance consulting services described herein. The proposal shall demonstrate the experience, resources, and capabilities of the Proposer to perform these services. Each Proposer submitting a proposal shall include a statement that they are willing and able to provide all the insurance consulting services as required by the County. The proposal evaluation criteria are set forth in greater detail in Section VII.
- B. The proposal shall contain a **CONCISE** summary of the subject items described in the proposal evaluation criteria and should include the following sections: Summary of Qualifications; Organizational Structure; Insurance Consultant Services Approach; Past Experience and References; and Key Personnel
- C. Proposal shall be limited to twenty typewritten pages excluding cover page, table of contents, and illustrative material typically found in a separate Exhibit or Appendix.
- D. Proposer shall provide the following information and documentation with their proposal documents:
 1. Describe your organizational structure (i.e. publicly held corporation, partnership, etc.). Confirm that you serve as an Insurance Consultant, and are not affiliated with any insurance company, third party administrative agency or provider network
 2. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history. Describe your contractual relationships, if any, with organizations necessary to your proposal's implementation (i.e. actuarial services, data information services).
 3. Specify the individual(s) who would be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel. Provide verification that they are licensed for this type of services as required by the Code of Virginia. Provide the location of the office that will have the responsibility for providing services, and any other factors related to response capability.
 4. Provide sample documents and/or reports, which shall include, but not be limited to Work Plan, Strategic Planning Report, Claims Experience Audit Report, etc.
 5. How long has your organization been providing insurance consulting services?
 6. The number of clients does your organization presently have? Typically, how many clients does each Insurance Consultant manage?

7. What is your target client size?
8. What is your median client size? What is the name of your largest client and your smallest client?
9. How many public sector clients do you personally manage?
10. Average response time to questions posed from your clients? How do you handle follow up to outstanding items? What is your preferred method of communicating with your clients (i.e. voicemail, e-mail, fax)?
11. Provide a list of four verifiable client references of similar scope and industry, all of whom are able to comment on your organization's relevant experience. This list should include at least three active client references that are similar in nature and size to Culpeper County Government & Schools, and one reference from a former client. Please include company name, contact name, telephone number and size of company's workforce. It is the vendor's responsibility to provide valid reference information and the County reserves the right to use reference checks in its evaluation of proposals.
 - a. Furnish a list of your three largest accounts including services you provided and for which benefit plans, the time period you have serviced the account, the number of covered employees, and contact name and phone number.
12. Briefly describe the level of service and support provided by your Insurance Consultants on a day-to-day basis.
13. Steps your organization take to ensure that key personnel is educated on current market trends and legislative developments? How is this information communicated to your clients?
14. Describe how you propose to build an understanding of the direction and priorities of Culpeper County Government & Schools, and how you would utilize this information in order to anticipate our needs in relation to benefits.
15. Detail how your organization participates in developing a strategic benefit plan with your clients.
16. Describe your organization's involvement in the annual renewal process. Include information regarding process timeframes, negotiation of rates and vendor selection.

17. Describe the process of how your organization would assist Culpeper County Government & Schools in selecting a new insurance vendor. Include how your company's experience and expertise would benefit the County.
18. Provide a list of the vendors you have relationships with in regard to health (medical & dental) insurance plans.
19. The process for providing planned recommendations to your clients?
20. How your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.
21. Detail how you develop a benefit communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communicating not only the specific plan details but also the value of the benefits offered?
22. The training resources your organization provides to assist clients in educating and training their benefit staff?
23. What makes your organization unique from other organizations that may submit proposals for the County's consideration?
24. Provide any additional information regarding your organization or services that you feel would be beneficial in helping the County to select an Insurance Consultant.

III. SCOPE OF SERVICES

Culpeper County requires an Insurance Consultant that is not affiliated with any insurance company, third party administrative agency or provider network. The consultant firm must have experience (no less than 5 years) in providing insurance consulting services in the public sector arena and the County environment for employers with at least 500 employees. Culpeper County requires the following services:

- Perform research and provide responses to technical questions posed by the County
- Be available to meet with the Culpeper County Government & Schools HIAT as needed.
- Provide day-to-day consultation on matters including, but not limited to, plan interpretation

- and problem resolution, including attendance at quarterly meetings, or more often if necessary, to facilitate and assist in the management of the programs
- Maintain full and accurate records with respect to all matters and services provided to the owner for a minimum of five (5) years from contract inception.
 - Review existing employee communication/education plan and provide findings and recommendations.
 - Audit resulting contracts for accuracy of coverage, terms and conditions.
 - Assist with annual benefits renewals, including negotiation of changes in contracts.
 - Working with Culpeper County Procurement when employee benefits are marketed, prepare bid specifications, identify appropriate markets, analyze proposals submitted, make recommendations, and assist in negotiation of contracts.
 - Annual reviews of health insurance for quality of benefits provided, cost effectiveness, competitiveness and plan administration. To include:
 - budget preparation, including, but not limited to, cost trends and multiple year projections.
 - Employer & employee contribution for proper funding (Annual Requirement), and recommend employer and employee premium rate structure.
 - Summarize in layman's language policy terms, exclusions, deductibles, claims reporting requirements and any other pertinent information
 - Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred claims.
 - Provide information on employee benefit issues, trends and proposed or new legislation.
 - Assist in the design of employee benefits communications. Participate in Benefit Fairs and annual enrollment process.
 - Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.
 - Perform other related consultation services as needed or requested.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued		07/27/2009
Proposals Due, Before	2:00 P.M.	08/19/2009
Selected Firm notified/interviewed		09/04/2009
Contract Date		11/01/2009

V. SUBMITTAL INSTRUCTIONS - GENERAL

Each offeror shall submit one (1) original and five (5) copies (CD copies of the proposal may be submitted) of its proposal.

Each proposal shall be in writing. Oral proposals, proposals received by telephone, telecopier, fax or telegraph, shall be rejected.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County may discuss non-binding estimates of cost.

Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the offeror, its mailing address, its telephone number, and the following identification:

“RFP #HR-10-0301: PROPOSAL FOR INSURANCE CONSULTANT SERVICES”

If a proposal is delivered by mail or by a parcel service, it shall be enclosed in an inner envelope/package labeled as required in the previous statement, and the inner envelope/package shall be enclosed in a mailing envelope or package.

The proposal must be signed by a person in order to be considered. If the offeror is a corporation, limited liability company, or other business organization, the proposal must be submitted in the name of the corporation or business, not simply the corporation's or business's trade name. The offeror must state the corporate or other title of the individual signing the proposal, and shall state that such individual

is authorized to act on behalf of the offeror. The Signature/Certificate of no collusion sheet is the last page of this proposal and shall be signed.

All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror. A proposal containing any conditions, omissions, erasures, alternations, or items not called for in the request for proposal may be rejected by the County as incomplete.

SUBMITTAL AND RECEIPT OF PROPOSALS: Each proposal must be received in the Culpeper County Purchasing Office, located at 101 S. West Street, Suite 300, Culpeper, Virginia 22701, no later than 2:00 P.M. on Wednesday, August 19, 2009.

Each proposal mailed, delivered or sent by a parcel service must be addressed to:

**County of Culpeper Procurement Office
Attn: Alan H. Culpeper, CPPO, VCO
101 S. West Street, Suite 300
Culpeper, Virginia 22701**

Proposal not received in the Culpeper County Purchasing Office by the date and time requested, for any reason whatsoever, will be rejected as untimely.

Each proposal will be time stamped upon its receipt and will be retained unopened in a secure location until the time and date set for the receipt of the proposals. The time for the receipt of proposals shall be determined by the time stamp in the Purchasing Office. Each offeror is responsible for assuring that its proposal is stamped by the Purchasing Office personnel by the deadline indicated.

In determining whether a mailed proposal is timely, no consideration will be given to the date of the postmark.

Each late proposal shall be returned unopened to the offeror.

IDENTIFICATION OF PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the offeror must specifically invoke the protections of Code of Virginia Sec. 2.2-4342 prior to or upon submission of the trade secrets or proprietary information. The offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.

Any offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and

by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The offeror shall state the reasons why protection is necessary on a separate page of the proposal.

Any offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Culpeper County's ultimate award of the contract.

The County reserves the right to contact an offeror and to request that the offeror explain or clarify why the offeror identified certain information as a trade secret or as proprietary information.

Any offeror shall not identify as trade secret or proprietary information their entire, completed proposal.

ADDENDA: An offeror who requests clarification or interpretation of or improvements to this RFP's general terms, conditions, specifications or requirements shall make a written request which must be received in the Culpeper County Purchasing Office at least seven calendar days prior to the date set for the receipt of proposals.

If the Culpeper County Purchasing Office determines clarification or further information is necessary, it shall issue an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals.

An addendum extending the date for the receipt of proposals or withdrawing this RFP may be issued at any time prior to the date set for the receipt of proposals.

It is the responsibility of each prospective offeror to provide the Culpeper County Purchasing Office with the name, address, telephone number and fax number of the person to whom addenda should be sent.

The Culpeper County Purchasing Office may issue an addendum by fax or by any other means.

COMMENTS: It is Culpeper County's intent that this RFP promote competition. Each offeror is responsible for advising the County if any language; requirements, specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The notification must be received by the Culpeper County Purchasing Office not later than seven days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Culpeper County solicits comments from all Offerors concerning this RFP.

COMMUNICATIONS: Any communications pertaining to the Scope of Work, the preparation, or submittal of a proposal, and all other communications with the Culpeper County Purchasing Office referred to in this RFP, must be made to:

Alan H. Culpeper, CPPO, VCO
Director of Procurement
101 S. West Street, Suite 300
Culpeper, VA 22701
(540) 727-3488
aculpeper@culpepercounty.gov

VII. EVALUATION *CRITERIA*

An Evaluation Team will independently read, review and evaluate each proposal and a recommendation will be made on the basis of the criteria listed below:

- Proposers Plan of Services as required in Sections II & III. The Offeror's concept and proposed solutions, including responsiveness of the Offeror to the specifications for services and understanding, methodology and approach of the Owner.
- Extent and success of previous work provided to organizations similar in nature and size to those required herein. References provided verifying the required experience and level of service need by the County.
- Responsiveness to the RFP.
- Completeness and clarity and overall quality of the written proposal, and the impact of any/all exceptions taken.
- Qualification/experience of key personnel to be assigned to the project.

Once each member of the committee has independently read and rated each proposal, based on the criteria listed above, a preliminary evaluation rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the committee will conduct interviews with the top ranked firms. During the interview process, non-binding price proposals and costing data can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost, the committee will finalize the rankings, including consideration of costs of services. Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated

with the top ranked firm and negotiations will then proceed with the next highest ranked firm until an agreement is reached. The Evaluation Team will conduct all subsequent negotiations and will make a recommendation to Culpeper County Government.

VIII. GENERAL CONDITIONS

NON-DISCRIMINATION CLAUSE: In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

- I. During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of disability or because of race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- II. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The County reserves the right to make inquiries to any current and/or former contracts/clients, whether or not the clients are identified by the offeror in the proposal.

CERTIFICATE OF NO COLLUSION: Offeror agrees to certify by filling out and executing the attached CERTIFICATE OF NO COLLUSION that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud

punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Furthermore, offeror understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

TAXES: Culpeper County is exempt from state, local and federal sales, use, or excise taxes.

MODIFICATION OF PROPOSALS: A proposal may be modified or corrected until the date and time those proposals must be received. A modified or corrected proposal received after the date and time that the proposals must be received shall be rejected.

An offeror who intends to modify or correct its proposal shall immediately notify the Culpeper County Purchasing Office in writing of its intentions.

A modified or corrected proposal shall be submitted as required and the wording "Supersedes all previous submissions" shall be noted on the outside of the sealed envelope.

An offeror selected for negotiation with the County may be permitted to amend or modify its proposal, but only if approved by the County.

WITHDRAWAL OF PROPOSALS: A proposal may be withdrawn any time prior to the date and time that proposals must be received.

An offeror who intends to withdraw its proposal shall immediately notify the Culpeper County Purchasing Office in writing of its intentions.

A proposal may not be withdrawn after the date and time that proposals must be received and for ninety (90) days thereafter.

REJECTION OF PROPOSALS: The County of Culpeper reserves the right, at any time prior to the award of the contract, to reject any or all proposals, or any part thereof, to make no award, or to issue a new RFP.

INSPECTION OF RECORDS: Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening of all proposals but prior to award, except in the event the County decides not to accept any of the proposals. Otherwise, proposal records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

RELIANCE UPON REPRESENTATIONS: The County of Culpeper assumes no responsibility for any oral instruction, suggestions or interpretation given by any County officer, employee, agent or consultant to any offeror.

The statements contained herein are made for the purpose of informing and assisting prospective Offerors in preparing proposals. None of the statements contained herein shall be construed to be a warrant or a representation of the County of Culpeper, Virginia, its officers, employees, agents or consultants. The County of Culpeper, Virginia, and its officers, employees, agents and consultants shall not be liable to any offeror or persons for any statement contained herein.

EXCEPTIONS: All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the offeror to be included in the proposal, regardless of the cost to the offeror.

OTHER TERMS: Any costs incurred by any offeror during the competitive sealed proposal process, including but not limited to the costs incurred in preparing or submitting a proposal, shall be the Offerors sole responsibility. The County will not reimburse an offeror for any such costs.

All offeror inquiries or correspondence relating to or in reference to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by any offeror shall be the property of Culpeper County.

IX. CONTRACT REQUIREMENTS

CONTRACT REQUIREMENTS - GENERAL: The contract documents shall consist of the contract agreement, the proposal submitted by the successful offeror, this RFP, including the terms, conditions and required contract provisions but subject to the next paragraph, all attachments and modifications or corrections to the RFP, Insurance Certificates and the Certificate of No Collusion.

The County reserves the right to amend or waive any of the required contract provisions and the right to use the contractor's standard contract form, either with or without modifications thereof.

REQUIRED CONTRACT PROVISIONS: The contractor shall indemnify and hold harmless the County of Culpeper, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property

damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the contractor, its subcontractors and their agents and employees.

The contractor's relationship with the County shall at all time be that of an independent contractor. The contract documents shall not be construed to designate the contractor, or any of its officers or employees, as employees or agents of the County.

Subject to the provisions below, the contract may be terminated by the County upon ninety days advance written notice to the contractor. The contractor will be paid for the reasonable value of work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

In the event the contract is terminated or canceled upon request and for the convenience of the Culpeper County, without the required ninety days advance written notice, the County shall negotiate reasonable termination costs, if applicable.

Termination by Culpeper County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. The ninety days advance notice requirement is waived in the event of termination for cause, default or negligence on the part of the contractor and the County shall not pay any termination cost in such cases.

During the term of the contract, the contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of the contract. The contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the contractor desires to undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have denied its consent if no action is taken by the County within said ten-day period.

The contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the contractor on the work to be performed under the contract or in any way connected therewith. The contractor shall comply with all administrative regulations and rulings hereunder with respect to any of the matters.

The contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

The contractor shall not assign or transfer its interest in the contract or any of its respective rights hereunder without the prior written permission of Culpeper County.

The contractor acknowledges that Code of Virginia, sections 2.2-4367 through 2.2-4377, which are part of the Virginia Public Procurement Act, relating to Ethics in Public Contracting, are applicable to the contract.

The Agreement will be subject to annual funding by the Board of Supervisors of the County of Culpeper, Virginia for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in the Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the contractor within Ninety (90) days of the Board of Supervisors' Final approval of the annual County Budget. When funds are not appropriated or otherwise made available to support continuation of performance of the service or work that is subject of this Agreement in a subsequent fiscal year, the Agreement shall be canceled in accordance with this provision and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the or services delivered under the Agreement.

X. INSURANCE REQUIREMENTS

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on Attachment A (Insurance Checklist) at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The Consultant shall furnish the certificate of insurance for the coverage required, naming Culpeper County and Culpeper County School Board, as additional insured, within five business days of the request, and shall continue to provide compliant insurance certificates throughout the term of the contract.

XI. CERTIFICATE OF NO COLLUSION

The undersigned does hereby certify that in connection with the procurement to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2009.

Name of Firm/Corporation Submitting proposal:

By: _____

Signature: _____

Title: _____

Address: _____

Federal I. D. # _____

Telephone Number: _____

SUBSCRIBED AND SWORN to before me by the above named
_____ on the _____ day of _____, 2009.

_____ Notary Public in and for the State of _____

My commission expires: _____

(Return this Page)

XII. REFERENCES

Proposals must list four (4) references for which similar work has been performed during the past three (3) years.

(1)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
(2)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
(3)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____

(Return this Page)

ATTACHMENT A

COUNTY OF CULPEPER INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. Culpeper County and Culpeper County School Board named as additional insured on Auto and General Liability Policies (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate)	
<u>X</u>	5. 30 day written cancellation notice required for non-payment to Culpeper County and/or Culpeper County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	6. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	7. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

PROPOSER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

7/7/09-sdf

RETURN THIS PAGE

Culpeper County Purchasing Customer Service Survey

How did you hear about or receive this solicitation?

HR-10-0301

- | | |
|---|---|
| <input type="checkbox"/> Local Culpeper newspaper | <input type="checkbox"/> Construction Journal |
| <input type="checkbox"/> Culpeper County Website | <input type="checkbox"/> Construction Data |
| <input type="checkbox"/> E-VA | <input type="checkbox"/> E-Mail notification, Culpeper County |
| <input type="checkbox"/> VA Dept. of Minority Business | <input type="checkbox"/> Posting on Public Bulletin Board |
| <input type="checkbox"/> Culpeper County Purchasing Dept. | <input type="checkbox"/> Internet: _____ |
| <input type="checkbox"/> Other: _____ | |

Please indicate how you score us on your level of satisfaction with the following items:
Our responsiveness to you in receiving this solicitation?

- ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

The courtesy you received from the purchasing staff?

- ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

Your overall experience with our performance during this request solicitation?

- ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor

In your observation as a vendor, how can we improve the purchasing process?

Any other comments/suggestions?

Optional:

Name: _____ Company/Firms: _____

Address: _____ E-Mail: _____

_____ Telephone: _____

Thank you for your response. Please return this survey to the Culpeper County Procurement Department either with your Bid/Proposal, or e-mail at aculpeper@culpepercounty.gov, fax (540) 727-3486, or Procurement Department 101 S. West Street, Suite 300, Culpeper, Virginia 22701

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